

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BRIAN J. BOYLE, Commissioner of Public Lands

Agreement No. 45730

THIS AGREEMENT, made and entered into this 1st day of November, 1983, by and between CITY OF BREMERTON, herein called the "Grantee," and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called the "State," WITNESSETH:

The State, for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee, its successors and assigns, an easement for right of way for the construction, operation, use and maintenance of a sanitary sewer line upon, over and across the following described lands in Kitsap County, Washington,:

See Attachment A

Consideration

The consideration paid by the Grantee to the State is as follows:

\$7,075.00

Assignment

This Agreement, or any of the rights granted herein, shall not be assigned without prior written consent of the State, except that said rights granted herein may be used by any employee, contractor, or representative of the Grantee, hereinafter collectively referred to as "Permittee," while engaged in the Grantee's operations.

Term

The term of this Agreement shall be for the period this easement is used for the purposes specified herein; provided said tract shall automatically revert to the State, or its successors and assigns, within six months of receipt of a notice from the Grantee, or its assigns, that the easement over the said tract of land is no longer being used for the purposes specified herein. Upon request, said notice given by the Grantee, or its assigns, will be in the form of a recordable instrument. The Grantee, or its assigns, may, at its election, remove any salvageable material from said tract within six months after such notice of nonuse has been given to the State or its assigns.

Forfeiture

In the event that any portion of the right of way hereinbefore described is not used by the Grantee, its successors or assigns, for the purpose for which it was granted, within a construction phase period of five (5) years, the rights of the Grantee within said portion of the right of way shall revert to the State, its successors or assigns; and said portion of the right of way shall be freed from the easement as fully and completely as if this Agreement had not been entered into; provided, however, an extension of construction phase time as specified above may be granted upon written request prior to the expiration date of said five (5) year period and upon the terms and conditions as specified by the State. Such terms and conditions shall be limited to the State's right to extend the construction phase period and modify the considerations due the State which shall include, but not be limited to, additional charges for administrative costs and appreciation of land and valuable material.

Construction phase period used herein shall mean the period of time from the effective date of the Agreement to the date of actual use of this facility as contemplated by this Agreement.

Removal of Improvements and Equipment

All improvements, buildings, fixtures and other property erected or permanently affixed upon State lands by the Grantee during the term of said easement, which remain upon said land sixty (60) days from the termination or abandonment of said easement, shall become the property of the State and be considered a part of the land upon which they are located; provided, however, that any time within sixty (60) days after the termination or abandonment of said easement, the Grantee shall be entitled to remove such of said improvements as can be removed without damage to said lands.

All tools, equipment and other property not permanently affixed upon the land by the Grantee during the term of said easement shall remain the property of the Grantee but shall be removed within sixty (60) days after termination or abandonment of said easement.

Reservations to State

State reserves for itself, its successors and assigns, the right at all times for any purpose, to cross and recross at any place on grade or otherwise, and to use said rights of way in a manner that will not unreasonably interfere with the rights granted herein.

The State reserves to itself, its successors and assigns, the right to develop, improve, and utilize the land and natural resources thereon, within the limits of the right of way granted herein, insofar as such reservations are compatible with the Grantee's operation and insofar as such action will not interfere with the rights of the Grantee.

The State may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided that use by such third party shall be subject to the terms and conditions of this easement and shall not unreasonably interfere with the rights granted hereunder.

Compliance with Laws and Regulations

The Grantee shall comply with all applicable laws to the extent that it can legally do so, including all Department of Natural Resources regulations, county and municipal laws, ordinances, or regulations in effect and authorized by law or laws of the State of Washington.

The Grantee shall cause its Permittee to comply with those requirements and conditions set forth hereinafter which are applicable to the Permittee's operation.

Damage and Protection from Damage

Grantee, when using the rights granted herein, shall repair or cause to be repaired, at its sole cost and expense, all damage to improvements on State land occasioned by it, which is in excess of that which it would cause through normal and prudent use of such rights.

The Grantee's operations hereunder shall be conducted in such a way as to minimize damage to the tidelands and Bed of Port Washington Narrows hereinbefore described.

The Grantee shall exercise every necessary means to prevent contamination or pollution of the water as a result of any operation hereunder.

All essential care shall be taken by the Grantee to prevent fuel, oil, grease or other deleterious material from entering the water as a result of any operation on the right of way area. Refuse resulting from use, servicing, repair or abandonment of equipment shall be removed, buried or otherwise disposed.

All legal land subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the Grantee shall re-establish them by a registered professional engineer or licensed land surveyor in accordance with U. S. General Land Office standards at his own expense. Corners and/or witness objects that must necessarily be disturbed or destroyed in process of construction must be adequately referenced and/or replaced in accordance with all applicable laws of the State of Washington in force at the time of construction, reconstruction, or development of the right of way including but not

limited to chapter 58.24 RCW, and all Department of Natural Resources rules and regulations pertaining to preservation of such corners and/or witness objects. Such references must be approved by the State prior to removal of said corners and/or witness objects.

Condition of Premises and Liability

The premises have been inspected by the Grantee and are accepted in their present condition. Grantee agrees to defend and hold the State, its agents and employees harmless from any and all claims, costs, damages or expenses of any nature whatsoever suffered or alleged to be suffered on the premises or arising out of its operations on the premises.

The Grantee shall so place, protect and/or bury said sanitary sewer line so as to comply with requirements of all applicable authorities and, in so much as practically possible, allow unobstructed movement through the water column above the right of way.

The Grantee shall mark the location of said buried sanitary sewer line with painted metal posts and signs placed at the approximate beginning and termination points of the right of way. Said signs shall identify the installation as a buried sewer line crossing and shall designate ownership of the installation.

Response to an Emergency

Nothing contained herein shall prevent the Grantee from responding to an emergency relating to the facilities on the right of way.

Notice of Noncompliance


The State shall notify the Grantee by United States mail, addressed to the address shown on the application for this easement on file in the office of the Commissioner of Public Lands in Olympia, Washington, of any instance of noncompliance by the Grantee, its employees, permittees, contractors or subcontractors with any of the terms and conditions hereof. Such notice will specifically identify the manner of noncompliance herewith.

In the event the Grantee does not undertake, or cause to be undertaken, remedial action within fifteen (15) days following receipt of said notice, the State, acting by and through its Area Manager at Enumclaw, Washington, may suspend the Grantee's operations until such time as effective remedial action is taken.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as below subscribed.

Dated this 28th day of October, 19 83.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES


BRIAN J. BOYLE
Commissioner of Public Lands

CITY OF BREMERTON

By 
MAYOR Title

Proc'd 10/15
Approved 15

239 - 4th Street
Bremerton, WA 98310

App. No. 45730
100290

ATTACHMENT A

PARCEL "A"

A strip of land 15 feet in width lying within State of Washington aquatic lands in Port Washington Narrows fronting Government Lot 6, Section 13, Township 24 North, Range 1 East, W.M., in Kitsap County, Washington, and lying 7.50 feet on each side of the following described centerline:

Beginning at the North quarter corner of said Section 13; thence South 71° 37' 30" West 951.05 feet to the True Point of Beginning of said centerline being a point on a curve, concave to the Northeast, having a radius of 985.43 feet from which point of beginning the radius point of said curve bears North 78° 06' 08" East; thence southeasterly (counterclockwise) along said centerline and along said curve an arc distance of 460.73 feet through a central angle of 26° 47' 17" to the terminus of said centerline. The sidelines of said easement shall be extended or shortened as the case may require to terminate at the line of Extreme Low Tide.

The basis of bearing used in this description is the Washington Plane Co-ordinate System - North Zone.

This easement comprises an area of 0.1587 acres.

PARCEL "B"

A strip of land 15 feet in width lying within Second Class tidelands along Port Washington Narrows fronting Block 30, United States Navy Yard Addition to Bremerton, situate within Government Lots 1 and 2, Section 12, Township 24 North, Range 1 East, W.M., according to Plat recorded in Volume 3 of Plats, page 63, in Kitsap County, Washington, and lying 7.50 feet on each side of the following described centerline:

Beginning at a point on the balanced Government Meander Line fronting said Section 12 which bears N 84° 02' 53" W 1091.09 feet from the South quarter corner of said Section 12; thence S 42° 32' 33" E 16.11 feet to the beginning of a curve to the right having a radius of 666.00 feet; thence along said curve an arc distance of 87.62 feet through a central angle of 7° 32' 15" to the terminus of said centerline. The northwesterly sidelines of said easement shall be extended or shortened as the case may require to terminate at the balanced government Meander Line and the southeasterly sidelines of said easement shall be extended or shortened as the case may require to terminate at the lateral tidelands boundary between said Section 12 and Section 13, Township 24 North, Range 1 East, W.M.

The basis of bearing used in this description is the Washington Plane Co-ordinate System - North Zone.

This easement comprises an area of 0.0362 acres.

PARCEL "C"

A strip of land 15 feet in width, 7.5 feet left and right of the following described centerline, situated in Section 14, Township 24 North, Range 1 East, Willamette Meridian, Kitsap County, Washington:

Commencing at the Northwest corner of said Section 14; thence South 88° 24' 44" East 2378.26 feet to a point on the State Inner Harbor Line per State of Washington Board of State Land Commissioners, Maps of Bremerton Tide Lands, 28 February 1913 (page 5); said point being the True Point of Beginning; thence North 60° 59' 17" East 43.05 feet; thence South 74° 00' 43" East 76.00 feet; thence South 70° 14' 05" East 63.62 feet; thence South 60° 05' 54" East 96.00 feet; thence South 15° 05' 54" East 22.30 feet to a point on the State Inner Harbor Line and the Terminus Point of said easement.

PARCEL "D"

A strip of land 15 feet in width, 7.5 feet left and right of the following described centerline, situated in Section 14, Township 24 North, Range 1 East, Willamette Meridian, Kitsap County, Washington:

Commencing at the Northwest corner of said Section 14, thence South 85° 12' 49" East 2700.05 feet to a point on the State Inner Harbor Line per State of Washington Board of State Land Commissioners, Maps of Bremerton Tide Lands, 28 February 1913 (page 5); said

PARCEL "D"

point being the True Point of Beginning; thence North 39° 51' 44" East 31.88 feet; thence South 50° 08' 16" East 87.88 feet; thence along a 27° 46' 08" degree of curve to the left 216.07 feet, said curve having a chord which bears South 80° 08' 16" East 206.32 feet; thence South 20° 08' 09" East 1.12 feet to a point on the State Inner Harbor Line and the Terminus Point of said easement.

PARCEL "E"

A strip of land 15 feet in width, 15 feet left of the following described centerline, situated in Section 14, Township 24 North, Range 1 East, Willamette Meridain, Kitsap County, Washington:

Commencing at the Northwest corner of said Section 14, thence South 84° 22' 43" East 2996.59 feet to a point on the state Inner Harbor Line per State of Washington Board of State Land Commissioners, Maps of Bremerton Tide Lands, 28 February 1913 (page 5); said point being the True Point of Beginning; thence North 70° 19' 08" East along said Inner Harbor line 275.00 feet to the Terminus Point of said easement.

PARCEL "F"

A strip of land 15 feet in width, 7.5 feet left and right of the following described centerline, situated in Section 14, Township 24 North, Range 1 East, Willamette Meridain, Kitsap County, Washington:

Commencing at the Northwest corner of said Section 14; thence South 87° 02' 33" East 3327.31 feet to a point on the State Inner Harbor Line per State of Washington Board of State Land Commissioners, Maps of Bremerton Tide Lands, 28 February 1913 (page 5); said point being the True Point of Beginning; thence North 47° 21' 44" East 10.45 feet; thence North 69° 51' 44" East 109.40 feet; thence South 87° 38' 16" East 15.00 feet; thence South 2° 21' 44" West 13.07 feet to a point on the State Inner Harbor Line and the Terminus Point of said easement.

Except that portion not lying within aquatic state-owned land.

Parcel "G"

A strip of land 15 feet in width, 7.5 feet left and right of the following described centerline, situated in Section 11, Township 24 North, Range 1 East, Willamette Meridian, Kitsap County, Washington:

Commencing at the Southwest corner of said Section 11; thence North 84° 51' 22" East 1056.86 feet to a point on the State Inner Harbor Line per State of Washington Board of State Land Commissioners, Maps of Bremerton Tide Lands, 28 February 1913 (page 5); said point being the True Point of Beginning; thence North 46° 42' 46" East 29.25 feet; thence North 54° 38' 02" East 210.16 feet; thence North 65° 53' 02" East 114.00 feet; thence South 69° 06' 58" East 238.32 feet to a point on the State Inner Harbor Line and the Terminus Point of said easement.

PARCEL "H"

A strip of land 15 feet in width, 7.5 feet left and right of the following described centerline, situated in Section 11, Township 24 North, Range 1 East, Willamette Meridian, Kitsap County, Washington:

Commencing at the Southwest corner of said Section 11; thence North 84° 53' 22" East 1700.97 feet to a point on the State Inner Harbor Line per State of Washington Board of State Land Commissioners, Maps of Bremerton Tide Lands, 28 February 1913 (page 5); said point being the True Point of Beginning; thence South 69° 06' 58" East 99.85 feet; thence South 73° 25' 53" East 237.73 feet; thence North 83° 51' 01" East 145.44 feet; thence South 73° 38' 59" East 101.00 feet; thence South 29° 00' 43" East 36.05 feet; thence South 6° 30' 44" East 39.77 feet to a point on the State Inner Harbor Line and the Terminus Point of said easement.

Except that portion not lying within aquatic state-owned land.

ATTACHMENT A (continued)

PARCEL "1"

From Government Lot 1, Section 12, Township 24 North, Range 1 East, to Government Lot 1, Section 13, Township 24 North, Range 1 East:

A strip of land being 250 feet north and west and 50 feet south and east of the following described line: Beginning at the West 1/4 Corner of Section 13, Township 24 North, Range 1 East, W.M., Kitsap County, Washington; thence North 0° 58' 18" East 2249.51 feet along the West line of said Section 13, to the Government Meander Corner; thence North 71° 44' 58" East 42.69 feet to the True Point of Beginning; thence South 89° 01' 42" East 120.00 feet; thence along a curve to the left, having a radius of 200.00 feet and a central angle of 55° 16' 13", an arc distance of 192.93 feet; thence North 35° 42' 05" East 997.04 feet to the Government Meander Line of Section 12, Township 24 North, Range 1 East, and the end of this description, said easement being over Washington State-owned beds of Port Washington Narrows.

Subject, however, to an easement for a right of way for a cathodic protection groundbed granted to Cascade Natural Gas Corporation on June 24, 1975 under Application 37928.

Subject, however, to any rights granted to Port Washington Properties, Inc. under Harbor Area Lease Nos. 2399, 2396, 2332, and 2523.

Subject, however, to an easement for a right of way for submarine telephone cable granted to Pacific Telephone and Telegraph Company, January 11, 1957, under Application 23150.

Subject, however, to an easement for a right of way for aerial transmission lines granted to Puget Sound Power and Light Company, January 3, 1977 under Application 39312.

Subject, however, to an easement for right of way for a submarine gas pipeline granted to Cascade Natural Gas Corporation on May 26, 1964 under Application 29122.

M. J. Jenkins